

# Memorandum for General RFP Services

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**To:** Vendor with current valid proposal for General RFP #3645 for Consulting Services and/or General RFP #3595 for Interwoven Services

**From:** David L. Litchlitter

**CC:** ITS Project File Number 39076

**Date:** March 15, 2011

**Subject:** Letter of Configuration (LOC) Number 39076 for consulting services for the analysis, design, and implementation of a document scanning solution for the Mississippi Division of Medicaid (MDOM)

**Contact Name:** Teresa Washington

**Contact Phone Number:** 601-432-8049

**Contact E-mail Address:** teresa.washington@its.ms.gov

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The Mississippi Department of Information Technology Services (ITS) is seeking the services described below on behalf of the Mississippi Division of Medicaid (MDOM). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3645 for Consulting Services and/or General RFP #3595 for Interwoven Services. Our preliminary review of this proposal indicates that your company offers services that are appropriate to the requirements of this project. Written responses for the requested services will be considered.

## 1. GENERAL LOC INSTRUCTIONS

- 1.1 Beginning with Item 2, label and respond to each outline point as it is labeled in the LOC.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC including the attached *Standard Professional Services Agreement*, Attachment C.
  - 1.2.1 "ACKNOWLEDGED" should be used when a Vendor response or Vendor compliance is not required. "ACKNOWLEDGED" simply means the Vendor is confirming to the State that he read the

statement. This is commonly used in sections where the agency's current operating environment is described or where general information is being given about the project.

- 1.2.2 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor's proposed solution must comply with a specific item or must perform a certain task.
- 1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See instructions in Item 12 regarding proposal exceptions.)
- 1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY” or “AGREED”.
- 1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

## **2. GENERAL OVERVIEW AND BACKGROUND**

The Mississippi Division of Medicaid (DOM) is responsible for the administration of the state Medicaid program. DOM certifies eligibility for the majority of eligible individuals through the 29 regional offices and 101 outstations located throughout the state. These offices and outstations serve a single or multi-county area. The locations of all regional offices and outstations are included as Attachment F. (This attachment also includes telephone numbers, servicing areas, and dates/times for outstation locations; interviewing styles (room versus office) for each site; staff count for each regional office and the main office based on role; caseload count by case type; and individual count by case type.) Regional Office staff, which consists of a total of 692 employees, is responsible for the initial determination of eligibility and for the annual redeterminations of eligibility for the programs that they administer. These programs include coverage of the aged and blind/disabled in private living arrangements and in long term care settings, coverage of families and children, and coverage of pregnant women. In addition to certifying eligibility for Medicaid, Regional Office staff determines eligibility for children for the Children's Health Insurance Program (CHIP), which is a separate health insurance plan for uninsured children who do not otherwise qualify for Medicaid.

The current paper flow process for Medicaid applications and redeterminations begins with Administrative Assistants being the first points of contact for applicants/recipients

coming to or calling the regional office. They accept applications and other information that is delivered. The information is stamped with the date received and routed to the assigned Specialist for handling. Applicants coming to one of the regional offices in the state can be interviewed by a Medicaid Specialist on the same day the application is filed. If the applicant requests an appointment, the application is registered, and an appointment notice is given to the individual. Not all eligibility documents are available at the initial interview, and may come into the regional offices piece-meal by mail or person. When an application is received by mail or person, it is registered, and an appointment notice is mailed to the individual if an interview is required. Applications and redeterminations may also be completed at the out-stationed sites in the state. Individuals coming to an out-stationed site see a Medicaid Specialist who is responsible for interviewing, maintaining the application for review, and bringing it back to the regional office for processing. More detailed descriptions of the current paper process flow and filing order for Medicaid eligibility applications and redeterminations are included as Attachments G and H respectively.

Since 2004, ITS has partnered with multiple state agencies to implement an Enterprise Content Management solution hosted in the State Data Center. This initiative has resulted in the implementation of Autonomy/Interwoven products, including WorkSite MP (Content Management Product), which is installed in the State Data Center and maintained by ITS. DOM has been using WorkSite since 2006. WorkSite has become a vital resource to DOM with 63 total collaborative Workspaces across the agency. DOM currently has 300 employees using WorkSite and four capture stations that support many of their current business processes that have been designed around WorkSite and Kofax. DOM currently has 200 WorkSite MP Internal Business user licenses and 200 WorkSite MP View Only licenses. Every bureau in the agency has at least one Workspace setup in WorkSite; some have up to 10 Workspaces. The Regional Office organization, however, is not currently using WorkSite. A description of DOM's current document scanning process/environment is included as Attachment I.

DOM is seeking the services of a qualified Vendor to provide consulting services for the analysis, design, and implementation of a document scanning solution across the regional offices and outstations of DOM. The proposed scanning solution must leverage the existing WorkSite infrastructure and have the ability to link documents from WorkSite into existing DOM applications or third party applications used by DOM. At maturity, this solution would give eligibility staff the tools to scan all beneficiary eligibility documents at their work stations, and verify the success of the scan, thereby eliminating the need for beneficiary folders, file cabinets for storage, and the square footage required for file cabinets.

DOM will need an assessment of the number and type(s) of scanners required to meet the objectives, a firm number of WorkSite licenses that will be needed, and which license(s) will meet the requirements for document linking. DOM wishes to minimize the number

of WorkSite Internal Business user licenses, and utilize WorkSite View Only licenses where possible. All of the licenses associated with this project will be in addition to the 400 already being paid for.

DOM currently contracts with a Fiscal Agent, Affiliated Computer Services (ACS), for operation of the Medicaid Management Information System (MMIS), Pharmacy Billing Management (PBM), and Decision Support System/Data Warehouse (DSS/DW). The Fiscal Agent maintains provider and beneficiary eligibility records, processes claims, and maintains reporting systems that enable DOM to monitor the program and enforce its policies and procedures, as well as aid in agency decision-making. The current MMIS/PBM/DSS/DW is called Envision. Envision components include the current MMIS, and interfaces with the PBM, Prescription Drug Card System (PDCS) and the DSS/DW. It should be noted that the access to the documents will not occur through search in WorkSite itself, but always through the linkage available in Envision. The awarded Vendor will be required to meet with ACS and DOM to ensure that the proposed solution can be interfaced with ACS's system for the document retrieval using Envision. Any development work required in Envision will be performed by ACS. The awarded Vendor will supply technical support concerning the proposed integration components and methods. DOM will also need an assessment of their current Kofax capture licenses to estimate how this project will affect the capture license count.

The State has divided the implementation of the document scanning solution into defined deliverables and phases. It is the desire of the State to award this project to one Vendor with the guarantee of work for Phase I and then utilize this acquisition to continue services for Phase II. The launch of Phase II will be determined at the successful completion of Phase I.

### 3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Tuesday, March 15, 2011
Deadline for Vendors' Written Questions	Tuesday, March 22, 2011 at 3:00 p.m. Central Time
Addendum with Vendors' Questions and Answers	Friday, March 25, 2011
Proposals Due	Friday, April 1, 2011 at 3:00 p.m. Central Time
Proposal Evaluation/Interviews	Friday, April 1, 2011 – Friday, April 8, 2011
Notification of Award	Monday, April 11, 2011
Contract Negotiations/Execution	Monday, April 11, 2011 – Wednesday, April 20, 2011

Awarded Work to Begin	Monday, April 25, 2011
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#### 4. STATEMENTS OF UNDERSTANDING

- 4.1 From the issue date of this LOC until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this LOC with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this LOC must be submitted in writing to the State's Contact Person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. **Vendors failing to comply with this requirement will be subject to disqualification.**
- 4.1.1 The State contact person for the selection process is: Teresa Washington, Technology Consultant, 3771 Eastwood Drive, Jackson, Mississippi 39211, 601-432-8049, [teresa.washington@its.ms.gov](mailto:teresa.washington@its.ms.gov).
- 4.1.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.1.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
- 4.2 When referencing/identifying service(s) provided to the State, other Vendors may be listed in this LOC or in documents resulting from work requested via this LOC. Any mention of other Vendors in this LOC, or in documents resulting from work requested via this LOC, is subject to change based upon the expiration of any current agreements or the acquisition of future agreements during the lifecycle of this project.
- 4.2.1 The awarded Vendor will be expected to work in cooperation with any of the Vendors providing service(s) to the State as applicable to this acquisition and implementation.
- 4.2.2 The Vendor is required to sign a Confidentiality Agreement with DOM regarding proprietary information associated with any service(s) provided to the State by another Vendor.

- 4.3 DOM intends to be fully involved in all aspects of the project and will assign a project manager and appropriate QA/oversight personnel. DOM functional analysts will be fully involved as members of the project team and knowledge transfer will be a key element/requirement of this proposal.
- 4.4 It is the Vendor's responsibility, in coordination with the State Project Manager, to perform all services requested via this LOC (including, but not limited to, analysis, design, customization and/or development, test planning/execution, training, and implementation) with DOM approval points throughout the life of the project.
- 4.5 All findings, documentation, and other deliverables under this agreement will become the exclusive property of DOM. Any termination of consulting services will result in the project team using any/all deliverables to secure proposals from alternate consultants for the remainder of the project.
- 4.6 All written deliverables described in this LOC or identified as necessary during the course of this project must be submitted to DOM for review and approval.
  - 4.6.1 All work plans required for this project must allow five business days for review by DOM of any written deliverable.
  - 4.6.2 DOM will work with the awarded Vendor to perform an iterative review process for each deliverable.
- 4.7 ITS reserves the right to award this project to one or more Vendors.
- 4.8 DOM intends to contract with the winning Vendor for a phased implementation, consisting of two phases, as described in this LOC.
  - 4.8.1 At the conclusion of Phase I, the State will conduct a vendor performance analysis based upon Performance in Phase I, Phase II detailed design documentation and Phase II cost.
  - 4.8.2 Upon the completion of Phase I, the State is under no obligation to continue with the awarded Vendor for the second phase.
  - 4.8.3 If the State does not continue working with the awarded Vendor of the initial phase for the second phase, the State may release a subsequent LOC(s) for any additional phase(s) utilizing any/all deliverable(s) already produced during any phase(s) of this project. The initially awarded Vendor will be precluded from responding to any subsequent LOC(s) associated with this project.

- 4.9 The anticipated start date is Monday, April 25, 2011. Awarded Vendor(s) will be notified of the actual start date upon completion of the evaluation and contract negotiation process.
- 4.10 Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.
- Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- 4.11 Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal, the Vendor is contractually obligated to comply with all items in this LOC, including the *Standard Professional Services Agreement*, Attachment C if included herein, except those listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors may not later take exception to any point during contract negotiations.
- 4.12 For work being performed on-site in Jackson, the State will provide limited office workspace and communications necessary for successful completion of the current phase of work on DOM’s infrastructure. On site work must be

performed during normal DOM business hours, 8:00 a.m. until 5:00 p.m. Central Time, Monday through Friday, unless otherwise mutually agreed to in writing by DOM and the Vendor. The Vendor is expected to provide equipment for the staff assigned (laptop or desktop configured with a 10/100 Ethernet card that will allow connectivity with DOM's network) with the necessary hardware/software for implementation.

## **5. SCOPE OF WORK**

5.1 As stated earlier in this LOC, the State has divided this project into defined deliverables and phases. Work under this LOC will be divided into phases. The phases and deliverables to be required and included in the phases of this project are:

### **5.2 Project Phases**

5.2.1 A project phase may consist of one or more deliverables as listed above. The known phases are defined in this section.

5.2.1.1 It is the intent of the State, by defining the deliverables listed in this Scope of Work to define deliverables and a process by which any future work associated with the implementation of the document scanning solution for DOM may be requested.

5.2.1.2 Any and all phases defined and/or requested via this acquisition should also include a Project Work Plan, unless otherwise instructed by the DOM, in addition to the deliverables requested.

### **5.2.2 Phase I**

5.2.2.1 Phase I includes all analysis and design services necessary for the identification and documentation of requirements for a "day forward" implementation of the document scanning solution. DOM will not require back scanning for this project.

5.2.2.2 Deliverables to be included in Phase I are:

5.2.2.2.1 Conceptual design;



- 5.2.2.2.2 Detailed design;
- 5.2.2.2.3 Integration design;
- 5.2.2.2.4 Business process reengineering (BPR) analysis and recommendation;
- 5.2.2.2.5 Training plan;
- 5.2.2.2.6 Implementation plan;
- 5.2.2.2.7 and
- 5.2.2.2.8 Phase II cost.
- 5.2.2.3 The Vendor is to include, in Attachment A, *Cost Information Form*, a fixed, not-to-exceed, cost for all analysis and design services in their response to this LOC.
- 5.2.3 Phase II
  - 5.2.3.1 Phase II will consist of the implementation of the document scanning solution for all regional offices and outstations of DOM.
  - 5.2.3.2 Deliverables to be included in Phase II are:
    - 5.2.3.2.1 Implementation services;
    - 5.2.3.2.2 Testing/QA plan ;
    - 5.2.3.2.3 Operational and Administrative Documentation; and
    - 5.2.3.2.4 Training services.
  - 5.2.3.3 The Vendor is to include hourly rates for implementation services personnel and training personnel in their response to this LOC.
  - 5.2.3.4 The cost of Phase II will be the final deliverable of Phase I.
- 5.2.4 Conceptual design – Phase I

- 5.2.4.1 The conceptual design deliverable must include, at an executive summary level, the concept of how the document scanning solution would be implemented across the regional offices and outstations of DOM.
- 5.2.4.2 The effort associated with the conceptual design should include the *minimum* effort necessary to complete Phases I and II.
- 5.2.4.3 The effort associated with the conceptual design should include the *minimum* effort necessary to ensure that the solution implemented in Phase II can be built upon and does not conflict with other DOM business processes.
- 5.2.4.4 The conceptual design must be independent of any particular middleware, software, or hardware of which the awarded Vendor may be a reseller or that Vendor may recommend as part of any additional tasks associated with this project.
- 5.2.4.5 Vendor must submit, with their proposal, an example of a conceptual design used by the Vendor in the past.
- 5.2.4.6 Vendor must include, with their proposal, information regarding the successful implementation of the project for which the example conceptual design was used including, but not limited to:
  - 5.2.4.6.1 Size and scope of project;
  - 5.2.4.6.2 Type of project (e.g., COTS, development); and
  - 5.2.4.6.3 Start and end dates for the project.
- 5.2.5 Detailed Design – Phase I
  - 5.2.5.1 The detailed design must include the design for how the document scanning solution would

specifically be implemented for the regional offices and outstations of DOM.

5.2.5.2 The detailed design must identify and fully document all necessary requirements for the effective electronic management of new documents and records (i.e., day-forward implementation) for the regional offices and outstations of DOM.

5.2.5.3 The fully documented requirements, as accepted by the State, will be utilized in the implementation and must include, but not be limited to:

5.2.5.3.1 Types of documents (i.e., incoming paper documents, electronic documents, e-mail);

5.2.5.3.2 Business rules;

5.2.5.3.3 Document validations;

5.2.5.3.4 File format storage options/recommendations;

5.2.5.3.5 Indexing methodology and naming conventions;

5.2.5.3.6 Workflow processes – including all electronic workflow processes;

5.2.5.3.7 Staffing recommendations;

5.2.5.3.8 User roles, accessibility, and security; and

5.2.5.3.9 Interfaces.

5.2.5.4 The detailed design must define in detail any requirements for any interface necessary to support the implementation of the document scanning solution.

- 5.2.5.4.1 At a minimum, the document scanning solution must interface with Autonomy/Interwoven WorkSite software.
- 5.2.5.4.2 At a minimum, the document scanning solution must interface with the Meds/Medsx application within the Envision system. Envision is DOM's current MMIS/PBM/DSS/DW provided by ACS.
- 5.2.5.4.3 The awarded Vendor will be required to sign a Third Party Confidentiality Agreement with ACS in order to successfully integrate with Envision.
- 5.2.5.4.4 Any development work required in Envision will be performed by ACS. The awarded Vendor will supply technical support concerning the proposed integration components and methods.
- 5.2.5.4.5 The awarded Vendor must comply with HIPAA rules and regulations consistent with how DOM has implemented and interpreted its compliance policies.
- 5.2.5.5 The detailed design must define in detail the requirements for any middleware, software, or hardware necessary to support the implementation of the document scanning solution.
  - 5.2.5.5.1 The detailed design must include recommendation of and justification for specific middleware, software, or hardware to purchase for the integration, implementation, and

support of the document scanning solution.

5.2.5.6 The detailed design, as accepted by the State via an iterative review process, will be utilized in the integration design and implementation of the document scanning solution.

5.2.5.7 Vendor must submit, with their proposal, an example of a detailed design used by the Vendor in the past.

5.2.5.8 Vendor must include information regarding the successful implementation of the project for which the example detailed design was used including, but not limited to:

5.2.5.8.1 Size and scope of project;

5.2.5.8.2 Type of project (e.g., COTS, development); and

5.2.5.8.3 Start and end dates for the project.

## 5.2.6 Integration Design – Phase I

5.2.6.1 The integration design must identify and fully document all requirements for the successful integration of the middleware, software, and hardware necessary to support the implementation of the document scanning solution and as defined in the detailed design accepted by the State.

5.2.6.2 The integration design must describe in detail how any/all middleware, software, and hardware will be fully integrated with WorkSite and Envision to implement the document scanning solution.

5.2.6.3 The integration design must identify and fully document all requirements necessary to fully integrate and implement the document scanning solution.

- 5.2.6.4 Vendor must submit, with their proposal, an example of an integration design document used by the Vendor in the past.
- 5.2.6.5 Vendor must include information regarding the successful implementation of the project for which the example integration design was used including, but not limited to:
  - 5.2.6.5.1 Size and scope of project;
  - 5.2.6.5.2 Type of project (e.g., COTS, development);
  - 5.2.6.5.3 Start and end dates for the project; and
- 5.2.7 BPR Analysis and Recommendation – Phase I
  - 5.2.7.1 The Vendor must perform an analysis of the current eligibility intake processes and workflows, and make recommendations for improvement.
    - 5.2.7.1.1 The scanning processes must be incorporated and leveraged fully within the new eligibility intake process.
- 5.2.8 Training plan – Phase I.
  - 5.2.8.1 Training should be delivered to DOM staff that will be identified as Super Users (Train the trainer approach). DOM staff will train staff in each Regional Office.
  - 5.2.8.2 Training plan should identify number of training classes that will be required, type of training (administrative, operational, support), training delivery method (CBT, on-the job, instructor-led, train-the-trainer, etc.), maximum number of students per class, target audience, outlines of specific training to be delivered. See item

5.2.12 for additional details of DOM's training expectation.

5.2.9 Implementation plan – Phase I.

5.2.9.1 This plan should identify each task that will be required to perform the implementation services as described for Phase II and provide appropriate details. Minimally, this plan should include a schedule that denote milestones from start to conclusion of implementation, required resources (Vendor and DOM), contingency processes that will be enacted if the rollout is unsuccessful.

5.2.10 Proposed Phase II Cost – Phase I

5.2.10.1 This should identify all elements of cost that will be required to successfully implement Phase II including but not limited to proposed hardware, software licensing, installation and configuration, connectivity, training, labor, travel, etc.

5.2.11 Implementation Services – Phase II

5.2.11.1 Implementation shall be defined as performing all tasks necessary for the successful implementation of the document scanning solution including, but not limited to:

5.2.11.1.1 The implementation of the middleware, software, or hardware necessary to support the document scanning solution;

5.2.11.1.2 The implementation of any other third party software products/tools acquired by DOM, and as described in the accepted deliverables, to support the document scanning solution;

- 5.2.11.1.3 Any configuration, customization, integration and implementation of the document scanning solution;
- 5.2.11.1.4 The development and implementation of any interface necessary to support the document scanning solution;
  - 5.2.11.1.4.1 At a minimum, Phase II implementation must include the implementation of an interface with WorkSite and DOM's Envision system.
- 5.2.11.1.5 All testing phases necessary to support the document scanning including, but not limited to;
  - 5.2.11.1.5.1 Unit testing;
  - 5.2.11.1.5.2 Integration testing;
  - 5.2.11.1.5.3 System testing;
  - 5.2.11.1.5.4 Performance testing;
  - 5.2.11.1.5.5 End-to-end testing; and
  - 5.2.11.1.5.6 Facilitation and support services for User Acceptance Testing.
- 5.2.11.1.6 Implementation must provide a streamlined solution for the conversion and workflow of incoming paper records and the management of electronically created records.



5.2.12 Test/QA Plan – Phase II

5.2.12.1 The Test/QA Plan must outline the process and standards followed by the Vendor during any applicable tasks including, but not limited to, configuration, customization, testing, implementation, etc.

5.2.12.2 The plan must describe in detail how the Vendor plans to execute standards for, at a minimum, system testing and hand-off for User Acceptance Testing (UAT).

5.2.12.3 The Test/QA Plan must include a definition of criteria that must be met to determine if the deliverable/software is ready to be passed to DOM for review.

5.2.12.4 The Test/QA Plan must include documentation regarding UAT support.

5.2.12.4.1 Vendor must agree the purpose and net result of the UAT is to determine that the document scanning solution, for the work being requested, as designed, customized, configured, and integrated meets the technical and functional requirements outlined in the approved project specifications.

5.2.12.4.1.1 A system considered “UAT ready” is defined as a system that has completed a full system test with no known outstanding material defects.

5.2.12.4.2 Vendor must conduct an operational system test of the proposed system and certify, in writing, that the system is ready for UAT and will perform in accordance with

requirements stated in approved project specifications. The Vendor must ensure that the system in general and each component of the solution operate in accordance with the approved specifications before turning the system over to DOM.

5.2.12.4.3 The Vendor must provide a proposed “Acceptance Test Plan” (ATP) prior to acceptance testing of the solution by the State. The ATP must show events, sequences, and schedules required for acceptance of the system. DOM must provide written approval that the proposed ATP is complete and acceptable prior to the beginning of the acceptance testing. The format of the test plan will be decided upon jointly by DOM and the proposed project team.

5.2.12.4.4 Vendor must provide all documentation for the module(s) being tested before acceptance testing will begin.

5.2.12.4.4.1 Acceptance of the documentation will depend on the ability to utilize the information in the application including, but not limited to, system administration and data recovery. If the State determines the documentation to be insufficient, the Vendor must provide within 10 business days and at his own expense, whatever

updates may be required to resolve documentation deficiencies.

5.2.12.4.5 Vendor must provide system and user training to the acceptance test team prior to the initiation of the acceptance test period.

5.2.12.4.5.1 As a component of acceptance testing, the State will assess the sufficiency of the system and user training curriculum. In the event that any training curriculum is not accepted based on knowledge gained during acceptance testing, the Vendor must resolve the deficiency within ten business days and at his own expense. The curriculum must be accepted prior to the execution of any training for implementation.

5.2.12.4.6 The State will conduct acceptance testing of the solution after system testing has been completed and certified in writing by the Vendor. The Vendor must participate in the acceptance testing of the system by providing technical staff on-site for assistance in demonstrating the functions of the system. The State must demonstrate that the system is operational to ensure that proper

training has been received and sufficient knowledge transfer has been accomplished.

5.2.12.4.7 The Vendor must agree to and allow for a final acceptance testing period of up to 30 business days in accordance with the work plan delivery schedule.

5.2.12.4.8 The Vendor may propose a phased testing approach if some components are ready for use before others. Regardless of the strategy employed, the complete application system will undergo the full 30 business day acceptance testing by the State once all modules are complete/customized and ready for final implementation.

5.2.12.4.9 The State will communicate to the Vendor any deficiencies identified during testing. These deficiencies must be corrected and tested by the Vendor before submitting the corrections to the State for regression testing.

5.2.12.4.10 Acceptance testing is complete when the State has successfully completed all acceptance test criteria defined in the ATP, as well as other ad hoc testing as defined by the State, and all critical defects have been corrected and successfully re-tested by the State. These completion criteria are independent of the 30 business day test period.

5.2.12.4.11 Acceptance testing shall not in any way relieve the Vendor of his responsibilities to correct any defect identified during the warranty period as described in Item 7 of this LOC.

5.2.12.4.12 In the event that one or more modules is not accepted based on the test criteria, the Vendor must, at his own expense, provide software or modifications that may be required to meet the acceptance criteria within ten business days.

5.2.12.4.13 The State reserves the right to reject the system after the third unsuccessful test of any component of the solution.

5.2.12.5 Vendor must submit, with their proposal, an example of a Test/QA Plan used by the Vendor in the past.

5.2.12.6 Vendor must include information regarding the successful implementation of the project for which the example QA Plan was used including, but not limited to:

5.2.12.6.1 Size and scope of project;

5.2.12.6.2 Type of project (e.g., COTS, development); and

5.2.12.6.3 Start and end dates for the project.

5.2.13 Operational and Administrative Documentation – Phase II.

5.2.13.1 Documentation of the proposed scanning solution is critical. Minimally, DOM expects Vendor to produce a user operational manual and a technical administrative manual.

5.2.14 Training Plan and services – Phase II

5.2.14.1 Vendor must work with the State to develop and implement a training plan for the document scanning solution.

5.2.14.1.1 The Training Plan shall clearly define both User and System

Administration training required for the successful operation and internal support of the document scanning solution.

5.2.14.1.2 DOM will utilize the train-the-trainer approach with the DOM trainers being a part of the UAT team. The Training Plan should support the train-the-trainer approach.

5.2.14.2 All training materials and documentation are considered deliverables and must be submitted to the State with adequate time for the State to review and approve prior to the beginning of the actual training.

5.2.14.3 Vendor must provide on-site System Administrator/technical support staff training for up to 10 technical/System Administrator users.

5.2.14.4 System Administrator training must include, but is not limited to:

5.2.14.4.1 How to create additional customization/configuration;

5.2.14.4.2 How to create business rules, triggers and/or alarms;

5.2.14.4.3 How to archive records and retrieve records from archive;

5.2.14.4.4 System security;

5.2.14.4.5 Configuration and administration of system tables and parameters; and

5.2.14.4.6 Training on any additional software necessary for successful implementation and support of the document scanning solution.

- 5.2.14.5 Training must be provided on-site at a facility provided by the State in Jackson, Mississippi.
- 5.2.14.6 Vendor must provide all training materials and documentation in an electronic media mutually agreed upon by DOM and Vendor.
- 5.2.14.7 The State must be allowed to reproduce and/or edit, as needed, any training materials provided, including electronic or printed form. This reproduction of training materials will be for the sole purpose of this project.
- 5.2.14.8 The State will determine when training is sufficient for successful operations. If the initial training session is insufficient and the State determines that additional training is needed, the Vendor will be required to provide such additional training at no additional cost to the State.
- 5.2.14.9 If there are system changes, upgrades, enhancements, new releases, or customizations to the software that require additional training, Vendor shall provide the additional training needed for the successful operation of the software.
- 5.2.14.10 Vendor must include in the submitted proposal a description of the training provided for new releases or upgrades to the system.
- 5.2.14.11 Vendor must include in their proposal sample training plan(s) that have been successfully used in previous project(s).

## **6. VENDOR REQUIREMENTS**

- 6.1 Staff obtained through award of this LOC will work in conjunction with appropriate DOM Subject Matter Experts (SMEs) and DOM technology staff to perform all activities requested in this LOC.
- 6.2 Vendor must fully discuss the approach they plan to take on this project including outlining all issues they believe are pertinent to this undertaking and

defining a methodology for producing the desired results. For each issue identified, the Vendor must detail key elements of the problem task and the manner in which they approach resolution.

- 6.3 The Vendor must understand and provide information in his response to support a deliverables-based project. The Project Work Plan and the *Cost Information Form*, Attachment A, should define and denote milestones and deliverables, both paid and unpaid, for the entirety of the project.
- 6.4 Vendor must provide a project manager to facilitate the project and manage the Vendor project team through all aspects of the analysis, design, development, and testing of the customization for the implementation of the proposed solution. Project management activities will include, but will not be limited to:
  - 6.4.1 Establishing and administering controls to ensure the quality of deliverables are acceptable to DOM;
  - 6.4.2 Developing and maintaining a detailed work plan and schedule in conjunction with DOM;
  - 6.4.3 Monitoring project activities to ensure project schedules are met; and
  - 6.4.4 Providing weekly and/or monthly status reports including the following:
    - 6.4.4.1 Recap of the previous period's work;
    - 6.4.4.2 Preview next period's tasks;
    - 6.4.4.3 Status of major activities/milestones;
    - 6.4.4.4 Any potential delays in reaching target dates and supporting information about the delays;
    - 6.4.4.5 Any proposed revisions to the overall work schedule;
    - 6.4.4.6 Presenting weekly reports orally when requested and written monthly reports; and
    - 6.4.4.7 Facilitating and escalating any problems or issues that arise during the project.



- 6.4.5 Vendor must work in cooperation with the State Project Manager, appointed by DOM, to ensure effective project management throughout all stages of the project.
- 6.4.6 DOM requires the Vendor to have project manager and/or staff on-site during various stages of the project including, but not limited to, business process analysis, design sessions, requirements definition, configuration/implementation, training, technical knowledge transfer, and system go-live. The Vendor must fully discuss the approach and percentage of commitment of staff and time on-site versus off-site for the duration of this project. – **SEE 11.2**
- 6.4.7 The Vendor must propose appropriate staff to ensure successful completion of this project (including project management, implementation, data base administration, and training).
  - 6.4.7.1 Vendor must clearly define all individuals and proposed roles for the duration of this project.
  - 6.4.7.2 All individuals proposed for this project must have a minimum of one year of experience in the role proposed. Additional consideration may be given to the Vendors whose proposed staff exceeds the minimum requirements.
  - 6.4.7.3 The Vendor must provide, in their proposal, an organizational chart identifying personnel proposed for the project and the chain of command inside the Vendor's organization for that designated staff.
- 6.5 It is the Vendor's responsibility, in coordination with the State Project Manager and the DOM SMEs, to perform analysis, design, customization and/or development, integration, and implementation with DOM approval points throughout the life of the project.
  - 6.5.1 Vendor will be expected to facilitate analysis and requirements gathering sessions in coordination with the State Project Manager and DOM SMEs.
- 6.6 The Vendor is required to describe, in their proposal, the deliverables that will be produced during the Phase I and Phase II project management and implementation of the proposed solution. The deliverables must include, at a

minimum, Phase I Conceptual Design, Detailed Design, Implementation Design, BPR, Cost; Phase 2 Training, Testing, Implementation Q/A, and Contingency Plan as defined in Section 5.2. Deliverables identified must be able to be cross-referenced back to the Project Plan and Cost Information Summary. It is highly desirable that each of the plans requested in this Item 6.6 be prepared by a member of Vendor's proposed project team. Vendors should indicate the name of person or persons preparing each deliverable and the role for which the person is proposed on the project, if applicable. The deliverables must include but not be limited to the following:

6.6.1 A Project Work Plan that reflects the action for each phase of work using Microsoft Project 2003 or higher. The Vendor must clearly describe their project management methodology and tools used and the State must be able to collaboratively access the same.

6.6.1.1 Vendor must submit, with their proposal, a Project Work Plan that includes, for Phase I, activities, tasks, proposed personnel, estimated hours per task, time frames for each task, assigned resources by name and/or title, major project milestones, quality assurance checkpoints, and all scheduled deliverables with targeted start and end dates. For Phase II, this work plan must show the anticipated high-level tasks, deliverables, and milestones.

6.6.1.2 Within 14 days of contract execution, the awarded Vendor must submit to the State for approval an updated Project Work Plan that includes activities, tasks, proposed personnel, estimated hours per task, time frames for each task, assigned resources by name and/or title, major project milestones, quality assurance checkpoints, and all scheduled deliverables with targeted start and end dates. Upon submission of the work plan for approval, the Vendor and DOM will jointly modify the plan to develop a mutually agreed upon project work plan with milestones and deliverables.

6.6.1.3 All Project Work Plan start and end dates associated with tasks that are the responsibility of the State should take into consideration a standard 40 hour work week as well as any

dates deemed as a holiday by the State of Mississippi.

- 6.6.1.4 Any assumptions made by Vendor when creating the Work Plan must be documented in the Plan.
- 6.6.1.5 The Work Plan must clearly state the State resource requirements and skill levels required for each specified resource.
- 6.6.1.6 The Project Work Plan must allow reasonable time for the State to review and approve task completion deliverables, without interrupting the Vendor's progress toward project completion. A minimum of ten business days will be required for the State to review and approve each deliverable.
- 6.6.1.7 The Work Plan must address all stages of the project implementation including development, installation, configuration, acceptance testing, training, and go live.
- 6.6.1.8 Vendor is required to maintain/update the "official approved" work plan for the project. Each time the project work plan is updated, Vendor must submit it to the State for review and approval.
  - 6.6.1.8.1 Vendor must clearly state, in their proposal, the start and end date of both Phase I and Phase II for the project.

## **7. WARRANTY**

- 7.1 The Vendor must provide, for Phase I, a 90-day warranty for the services performed.
- 7.2 The Vendor must provide, for Phase II, a one-year warranty period, which includes the necessary Vendor support to correct any system deficiencies found, and to provide any other system consultation as needed.

- 7.3 The warranty period for each phase will not begin until all components of that phase of work are fully implemented and accepted by DOM.
- 7.4 The Vendor must agree to warrant all application software proposed to be free of errors for a minimum of one year after acceptance of the software.
  - 7.4.1 During this period, the Vendor will agree to correct any errors discovered at his own expense.
  - 7.4.2 If the system fails during the warranty period due to a defect, the Vendor will offer a workaround solution within 24 hours and a full fix within five business days.
- 7.5 The Vendor must state the full warranty offered during the warranty period on all work proposed in response to this LOC including, but not limited to, any software proposed, and state if it is longer than the minimum.
- 7.6 The warranty must cover all system components, including all programs, screens, reports, subroutines, utilities, file structures, documentation, integration, conversions, or other items provided by the Vendor.

## **8. POST-WARRANTY MAINTENANCE AND SUPPORT**

- 8.1 The Vendor must provide maintenance and support for all products and services procured via this LOC.
- 8.2 The Vendor must provide pricing for five years for maintenance and support in Attachment A, *Cost Information Form*.
- 8.3 The Vendor must provide during the post-warranty maintenance and support period a minimum of 8x5, Monday through Friday support. Support must include upgrades, enhancements, and fixes.
  - 8.3.1 The Vendor must specify how upgrades, enhancements, and fixes/patches are obtained and how the state will receive notification.
  - 8.3.2 Vendor must detail how software updates, enhancements, and fixes/patches are distributed.
  - 8.3.3 Vendor must provide support necessary to assist the State with installation of upgrades, enhancements, and fixes.

- 8.3.4 When any upgrade, enhancement, or fix is available, the Vendor must provide the State with an outline of all modules and/or customization that may be affected.
- 8.3.5 Documentation of new functionality or changes to existing functionality must also be provided for all upgrades, enhancements, or fixes.
- 8.3.6 The Vendor must explain the process for incorporating user suggestions for software enhancements into updates.
- 8.3.7 Vendor must identify all scheduled maintenance requirements including a description of all daily, weekly, monthly, and annual tasks.
- 8.4 The Vendor must assign an account representative to the State who would be responsible for coordinating all activities necessary to train, implement, and support the products and services procured via this LOC.
- 8.5 A minimum of 90 calendar days notice must be given prior to the implementation of upgrades and new releases along with a description of the changes made. The new release must be available for the State to test in the test environment for a minimum of 30 calendar days prior to implementation in production. Adequate notification must be given for patches and fixes based upon the severity levels outlined in this LOC for the State to test in the test environment.
- 8.6 The Vendor must provide a toll free number for application/technical support/help desk during normal operating hours (Monday through Friday, 7:00 a.m. to 7:00 p.m. Central Time).
- 8.7 The State prefers that the Vendor provide online web support.
- 8.8 The Vendor should provide on-site support as needed.
- 8.9 The Vendor must provide problem resolution based on severity levels. The Vendor must accept the below solutions or describe in detail their standard support policies and procedures for the severity levels identified below.
  - 8.9.1 The Vendor must resolve Severity Level 1 critical system problems (which impact access to the system or render the system non-functioning) within one business day unless otherwise authorized in writing by the State. Severity Level 1 shall be defined as urgent situations, when the State's production system is

down and the State is unable to use the solution; the Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Vendor shall return the State's call within one business hour. (i.e., a call placed at 4:00 p.m. would need to be returned by 5:00 p.m. the same day.)

- 8.9.2 The Vendor must resolve Severity Level 2 problems related to essential system functions (where a workaround does not exist) within two business days unless otherwise authorized in writing by the State. Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The solution may operate but is severely restricted. The Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Vendor shall return the State's call within two business hours. (i.e., a call placed at 4:00 p.m. would need to be returned by 9:00 a.m. the next business day.)
- 8.9.3 The Vendor must resolve Severity Level 3 problems related to system functions or software errors (where a workaround does exist) within ten business days unless otherwise authorized in writing by the State. Severity Level 3 shall be defined as a minor problem that exists with the solution but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Vendor shall return the State's call on average within three business hours. (i.e., a call placed at 4:00 p.m. would need to be returned by 10:00 a.m. the next business day.)
- 8.9.4 Vendor must resolve Severity Level 4 problems related to system functions or software errors (where a workaround does exist) within 15 business days unless otherwise authorized in writing by the State. Severity Level 4 shall be defined as a very minor problem or question that does not affect the solution's function. The Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Vendor shall return the State's call within four business hours. (i.e., a call placed at

4:00 p.m. would need to be returned by 11:00 a.m. the next business day.)

8.10 For general software support/help desk calls not covered by the above security level descriptions, the Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call. However, if such staff is not immediately available, the Vendor shall return the State's call within five business hours.

8.10.1 The Vendor must keep a log of all support calls made by DOM, and provide this log to DOM with current status of open issues as well as documented solutions to closed issues upon demand.

8.11 Vendor must agree to send support usage statements to customers on a monthly basis.

8.12 Vendor must provide support necessary to assist the State with recovering from a crash or downtime situation.

## 9. QUALIFICATIONS OF SUCCESSFUL INDIVIDUAL(S)

9.1 Vendor must be aware the specifications listed below are minimum requirements. Should the Vendor choose to propose consultant(s) who exceed the requirements, it is the Vendor's responsibility to specify in what manner the proposed consultant(s) exceeds requirements.

9.2 Individual(s) proposed must have verifiable working experience in the following areas.

	Technical Skill Set	Requirement
9.2.1	Enterprise level document scanning configuration	4 Years
9.2.2	Experience implementing, modifying, and supporting Enterprise Content Management systems	4 Years
9.2.3	Experience integrating document retrieval from WorkSite MP	Documented experience required; no minimum length of time is specified
9.2.4	Managing teams of technical individuals and	4 Years

	Subject Matter Experts (SMEs) in a project management role. This includes management of personnel resources, cross divisional communication, establishment and adherence to project schedules, and prioritization of issues based on knowledge of business processes	
9.2.5	Interwoven WorkSite MP	4 Years

9.3 Individual(s) proposed must have the following business skills.

	<b>Business Skill Set/Requirements</b>	<b>Requirement</b>
9.3.1	Experience in business process modification/re-engineering	5 Years
9.3.2	Ability to interact with functional users and technical staff regarding business and information technology needs	3 Years
9.3.3	Ability to listen and solve problems	3 Years
9.3.4	Experience in business process analysis and design	3 Years
9.3.5	Ability to effectively communicate in English verbally and in writing	No minimum requirement specified
9.3.6	Experience in designing and delivering classroom training for both technical staff and end-users	3 Years
9.3.7	Experience in creating technical and end user training materials guides and other training artifacts	3 Years
9.3.8	Strong oral and written communication and time management skills	No minimum requirement specified
9.3.9	Ability to provide recommendations regarding enhancements to the systems and processes	3 Years

9.4 Individuals proposed must be U.S. citizens or meet and maintain employment eligibility requirements in compliance with all INS regulations. Vendor must



provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.

## **10. PROPOSAL SUBMISSION AND EVALUATION**

- 10.1 The Vendor must provide a fixed, not-to-exceed cost for all analysis and design services. This cost should include all individuals proposed and man-hours required to perform the tasks or otherwise deemed necessary by the proposing Vendor.
- 10.2 Vendor must provide a separate line item cost for each component that the awarded Vendor may possibly deem necessary and incorporate in defined deliverables for the successful implementation of the document scanning solution. In other words, a separate line item cost should be included for any component that the proposing Vendor might recommend for the final implementation including, but not limited to:
  - 10.2.1 Scanning hardware;
  - 10.2.2 Third party software; and
  - 10.2.3 Middleware.
- 10.3 The implementation cost for the document scanning solution should be able to be derived from the line item costs included in the Vendor's response to this LOC.
- 10.4 All line item costs will be considered in the evaluation process for the award of this LOC.
- 10.5 The Vendor must provide fully loaded and unloaded hourly rates for each role or level of expertise proposed for implementation services.
- 10.6 Vendor must commit to the proposed hourly rates for one year. Vendors must state the maximum annual percentage increase for their hourly rates, not to exceed 5% per state fiscal year. This price escalation cap will be incorporated into the contract.
- 10.7 An *Experience Information and Reference Workbook* (Attachment E) must be completed for each individual proposed and submitted as part of the Vendor's proposal. This information must be completed and returned to ITS in the Excel document distributed with the LOC. Each workbook includes 3 sheets listing the specifications included in items 9.2 and 9.3 of the LOC. An example of how to complete this workbook is attached to the LOC as

Attachment D. Proposals received without an *Experience Information and Reference Workbook* for each proposed individual will be eliminated from consideration. Proposals containing *Experience Information and Reference Workbooks* that are not completely filled out may be eliminated, in whole or in part, from further consideration.

- 10.8 Experience information must be completed in the *Experience Information and Reference Workbook* for each individual proposed. All experience listed in the *Experience Information and Reference Workbook* must identify the specification(s) listed in Items 9.2 and 9.3 that it satisfies. Relevant experience included in the workbook must identify the company with which the experience was acquired. Vendors must list the amount of experience in months only (e.g., 26 months – NOT 2 years, 2 months) in the *Experience Information and Reference Workbook* for each specification. An example of how to complete the experience information in the *Experience Information and Reference Workbook* is attached to the LOC as Attachment D.
- 10.9 Vendors who propose individuals who do not meet the minimum requirements described in specifications 9.2 and 9.3 may be eliminated from consideration. The experience listed on the *Experience Information and Reference Workbook* (Attachment E) must be verifiable via reference checks. Experience listed that cannot be verified will not count toward the minimum requirement.
- 10.10 Vendors who propose candidates who do not meet the minimum requirements may be eliminated from the General RFP Valid Vendor List.
- 10.11 Reference information must be completed in the *Experience Information and Reference Workbook* for each individual proposed. Vendor must provide at least three references for each proposed individual. Reference information must correlate to the experience provided in the *Experience Information and Reference Workbook* for each individual proposed. ITS prefers that references be from completed and/or substantially completed jobs that closely match this request. Reference information must include, at a minimum, company, supervisor's name, supervisor's telephone number, supervisor's e-mail and a brief description of the project. References that are no longer in business cannot be used. Inability to reach the reference will result in that reference being deemed non-responsive. An example of how to complete the experience information in the *Experience Information and Reference Workbook* is attached to the LOC as Attachment D.
- 10.12 A copy of the individual's resume must be included. Proposals received without resumes may be eliminated from consideration. ITS will not use a resume to add reference information or experience to the *Experience Information and Reference Workbook*.

- 10.13 A telephone number must be included for each individual proposed so he can be contacted for a telephone interview. ITS will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls. ITS will work with the Vendor to set up a date and time for the interview; however, ITS must be able to contact the individual directly.
- 10.14 Individuals scoring less than 50% of telephone interview points may be eliminated from further consideration.
- 10.15 Proposed individuals may be required to attend an on-site interview with MDOM. All costs associated with the on-site interview will be the responsibility of the Vendor. Individual(s) proposed must be available for an on-site interview with a 7 calendar day notice from ITS.
- 10.16 Individuals scoring less than 75% of on-site interview points may be eliminated from further consideration.
- 10.17 Individuals receiving negative references may be eliminated from further consideration.
- 10.18 ITS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom ITS or MDOM is aware, even if that customer is not included in the Vendor's list of references.
- 10.19 A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the awarded Vendor to execute a contract with ITS. A *Standard Professional Services Agreement* (Attachment C) has been attached for your review. The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC. If Vendor can not comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* (Attachment B) explained in Item 12 and attached to this LOC. If the awarded Vendor has a Master Agreement with ITS, it may not be necessary to negotiate a separate contract.
- 10.20 Awarded Vendor must be willing to sign the attached *Standard Professional Services Agreement* (Attachment C) within 7 working days of the notice of award. If the Professional Services Agreement is not executed within the 7 working day period, ITS reserves the right to negotiate with the next lowest and best Vendor in the evaluation.

- 10.21 Vendor must provide the state of incorporation of the company and a name, title, address, telephone number and e-mail for the “Notice” article of the contract.
- 10.22 Vendor must certify that proposed individual(s) have read, understand, and acknowledge the LOC requirements.

## **11. REQUIREMENTS FOR AWARDED WORK**

- 11.1 Initial contract period will be from April 25, 2011 through June 30, 2012. The State reserves the right to extend the contract for additional term(s).
- 11.2 The Vendor will be required to have a project manager and/or staff work on-site during various stages of the project including, but not limited to, business process analysis, design sessions, requirements definition, configuration/implementation, training, technical knowledge transfer, and system go-live at MDOM, located at 550 High Street, Suite 1000, Jackson, Mississippi 39201 under the direction of DOM staff.
- 11.3 The individual(s) must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Individual(s) may occasionally be required to work outside of these hours.
- 11.4 The individual(s) awarded to provide these services will remain part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of ITS. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

## **12. PROPOSAL EXCEPTIONS**

- 12.1 Please return the attached *Proposal Exception Summary Form*, Attachment B, with all exceptions listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.
- 12.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
  - 12.2.1 The specification is not a matter of State law;
  - 12.2.2 The proposal still meets the intent of the procurement;

- 12.2.3 A *Proposal Exception Summary Form* (Attachment B) is included with Vendor's proposal; and
  - 12.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form* (Attachment B).
- 12.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
- 12.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 12.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
  - 12.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
  - 12.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
- 12.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.
- 12.5 An exception will be accepted or rejected at the sole discretion of the State.
- 12.6 The State desires to award this LOC to a Vendor or Vendors with whom there is a high probability of negotiating a mutually agreeable contract, substantially within the standard terms and conditions of the State's LOC, including the *Professional Services Agreement*, Attachment C, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this LOC, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

- 12.7 For Vendors who have successfully negotiated a contract with ITS in the past, ITS requests that, prior to taking any exceptions to this LOC, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### 13. SCORING METHODOLOGY

- 13.1 An Evaluation Team composed of DOM and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

13.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

13.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

13.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

13.1.4 For the evaluation of this LOC, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications	25
Technical & Functional Requirements	25
Warranty & Maintenance/Support	10
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
<b>Maximum Possible Points</b>	<b>105</b>

13.2 The evaluation will be conducted in four stages as follows:

13.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the LOC requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this LOC with regard to content, organization/format, Vendor experience, and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

13.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

13.2.2.1 Non-cost categories and possible point values are as follows:

<b>Non-Cost Categories</b>	<b>Possible Points</b>
Vendor Qualifications	25 Points
Technical & Functional Requirements	35 Points
<b>Maximum Possible Points</b>	<b>60 Points</b>

13.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories will be eliminated from further consideration.

13.2.3 Stage 3 – Cost Evaluation

13.2.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for this acquisition

13.2.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40 Points
<b>Maximum Possible Points</b>	<b>40 Points</b>

13.2.4 Stage 4 - Selection of the successful Vendor

- 13.2.4.1 Final Quantitative Evaluation – The Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

**14. INSTRUCTIONS TO SUBMIT COST INFORMATION**

Please use the attached *Cost Information Form* (Attachment A), to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

**15. DELIVERY INSTRUCTIONS**

- 15.1 Vendor must deliver their response to Teresa Washington at ITS by **Friday, April 1, 2011**, by 3:00 P.M. (Central Time). Responses may be delivered by hand, via regular mail, overnight delivery, e-mail or by fax. Fax number is (601) 713-6380. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Teresa Washington to verify the receipt of their proposals. Proposals received after the deadline will be rejected.
- 15.2 If you have any questions concerning this request, please e-mail Teresa Washington of ITS at [teresa.washington@its.ms.gov](mailto:teresa.washington@its.ms.gov). Any questions concerning the specifications detailed in this LOC must be received by **Tuesday, March 22, 2011**, by 3:00 P.M. (Central Time).

Enclosures: Attachment A, Cost Information Form  
Attachment B, Proposal Exception Summary Form  
Attachment C, Standard Professional Services Agreement

Separate Attachments: Attachment D, Example Experience Information and References Workbook  
Attachment E, Experience Information and References Workbook (blank)  
Attachment F, DOM Regional Office Information  
Attachment G, DOM Paper Flow Process for Medicaid Eligibility



Attachment H, DOM Filing Orders  
Attachment I, DOM Current Document Scanning Process/Environment  
Attachment J, DOM Main Office Floor Plan  
Attachment K, DOM Regional Office Floor Plans

**ATTACHMENT A**  
**COST INFORMATION FORM – LOC NUMBER 39076**

Please submit the **ITS** requested information response under your general proposal **#3645** using the following format.

Send your completed form back to the Technology Consultant listed below. If the necessary information is not included, your response cannot be considered.

**ITS Technology Consultant**

**Name:** Teresa Washington **RFP #** 3645

**Company**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Contact E-mail:** \_\_\_\_\_

Deliverable	Description	Cost
<b>Total Cost:</b>		

**Project Team Change Order Rates**

Fully loaded and unloaded hourly rates for each function that may be needed throughout the lifecycle of the document scanning project must be listed in the following table:

Project Team Function	Fully Loaded Hourly Rate*	Unloaded Hourly Rate	Annual Rate of Increase after 1 <sup>st</sup> Year
Project Manager			
Technical Team Leader			

Functional Team Leader			
Technical Analyst			
Functional Analyst			
Document Specialist			
Training Specialist			

**\*\*Fully loaded hourly rates include any necessary travel.**

**ATTACHMENT B**  
**PROPOSAL EXCEPTION SUMMARY FORM**

<b>ITS RFP Reference</b>	<b>Vendor Proposal Reference</b>	<b>Brief Explanation of Exception</b>	<b>ITS Acceptance (sign here only if accepted)</b>
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

**ATTACHMENT C**

**PROJECT NUMBER 39076  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI DIVISION OF MEDICAID**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Division of Medicaid located at 550 High Street, Suite 1000, Jackson, Mississippi 39201 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

**WHEREAS**, Customer, pursuant to Letter of Configuration Number 39076 dated **INSERT DATE** (hereinafter referred to as "LOC"), based on General Request for Proposals ("RFP") No. 3645 requested proposals for the acquisition of consulting services for the analysis, design, and implementation of a document scanning solution, and

**WHEREAS**, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

**ARTICLE 1 PERIOD OF PERFORMANCE**

**1.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue until the close of business on June 30, 2012. At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Under no circumstances, however, shall this Agreement be renewed beyond June 30, 2016. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

**1.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

## **ARTICLE 2 SCOPE OF SERVICES**

Contractor shall perform all work specified in the LOC and Contractor's Proposal, as accepted by Customer, in response thereto and summarized in the Payment Schedule and Deliverable List attached hereto as "Exhibit A" and incorporated herein by reference.

## **ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT**

**3.1** The total compensation to be paid to the Contractor by Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the specified sum of **\$INSERT AMOUNT**, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

**3.2** Customer shall have ten (10) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within ten (10) working days unless the Customer consents in writing to a longer period of time.

**3.3** Contractor shall submit an invoice with the appropriate documentation to Customer upon Customer's acceptance of the deliverables. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

**3.4** Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## **ARTICLE 4 WARRANTIES**

**4.1** The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted

industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

**4.2** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**4.3** Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**4.4** The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts,

jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

## **ARTICLE 5 EMPLOYMENT STATUS**

**5.1** Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

**5.2** Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

**5.3** Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

**5.4** Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

**5.5** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

## **ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.



## **ARTICLE 7 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

## **ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**8.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**8.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**8.3** Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

**8.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**8.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

## **ARTICLE 9 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

#### **ARTICLE 10 TERMINATION**

**10.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

**10.2** In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on "Consideration and Method of Payment", but in no case shall said compensation exceed the total fixed price of this Agreement.

**10.3** Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

#### **ARTICLE 11 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor.

Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

#### **ARTICLE 12 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 13 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 14 CAPTIONS**

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

#### **ARTICLE 15 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 16 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 17 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 18 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer's address for notice is: Mr. Ian Herden, Senior Systems Administrator, Mississippi Division of Medicaid, 550 High Street, Suite 1000, Jackson, Mississippi 39201. The Contractor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 20 INSURANCE**

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 21 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 22 COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

#### **ARTICLE 23 CONFLICT OF INTEREST**

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

#### **ARTICLE 24 SOVEREIGN IMMUNITY**

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 25 CONFIDENTIAL INFORMATION**

**25.1** Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

**25.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow

Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

#### **ARTICLE 26 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

#### **ARTICLE 28 NON-SOLICITATION OF EMPLOYEES**

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

#### **ARTICLE 29 ENTIRE AGREEMENT**

**29.1** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The LOC, General RFP No. 3645 and Contractor's Proposals in response thereto are hereby incorporated into and made a part of this Contract.

**29.2** The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** LOC;
- D.** General RFP No. 3645 and written addenda, and
- E.** Contractor's Proposals, as accepted by Customer, in response to the LOC and General RFP No. 3645.

**29.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("E. Contractor's Proposals").

#### **ARTICLE 30 STATE PROPERTY**

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

#### **ARTICLE 31 SURVIVAL**

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 33 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

#### **ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

#### **ARTICLE 35 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement.

#### **ARTICLE 36 PERSONNEL ASSIGNMENT GUARANTEE**

Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.



### **ARTICLE 37 RETAINAGE**

To secure the Contractor's performance under this Agreement, the Contractor agrees the Customer shall hold back as retainage fifteen percent (15 %) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Customer.

### **ARTICLE 38 CHANGE ORDER RATE AND PROCEDURE**

**38.1** It is understood that the State may, at any time, by a written order, make changes in the scope of a Statement of Work executed under this Agreement. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer which have no price or schedule effect.

**38.2** The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement, the contract documents, and the applicable Statement of Work.

**38.3** With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate specified in Contractor's proposal in response to the LOC which is incorporated herein. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that each change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

**38.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

**38.5** The Contractor will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

**38.6** In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

**38.7** The Customer shall promptly review all revised project work plans submitted under this Agreement and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi Division of Medicaid**

**INSERT VENDOR NAME**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

**Printed Name: David L. Litchliter**

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**Payment Schedule and Deliverable List**

<b>Deliverable</b>	<b>Due Date</b>	<b>Deliverable Amount</b>	<b>15% Retainage</b>	<b>Amount Paid</b>